



## MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

**TO:** MPCBPAA  
**FROM:** Lewie Lawrence, PAA Staff  
**DATE:** January 10th, 2024  
**RE:** January 12<sup>th</sup>, 2024 MPCBPAA Meeting

This announcement serves as a notice to call a meeting of the Middle Peninsula Chesapeake Bay Public Access Authority on Friday, **January 12th 2024 at 11:00 AM** at the office of MPPDC located at 125 Bowden Street, Saluda Virginia 23149. The meeting will be directly after the LGA meeting.

### **MPCBPAA AGENDA** **January 12th, 2024**

1. Call to Order
2. Approval of October 13<sup>th</sup>, 2023 Minutes
3. Approval of Financial report
4. Public Comment
5. Captain Sinclair's Update
  - a. Meridian Behavioral Health-RE Proposed Lease
  - b. VHDA Housing Update
    - Discussion of Big House
    - Discussion of Pool House
    - Discussion of Tiny Houses
  - c. DCR Flood Fund- Road and Berm Funding: VASG Summer 24 Spring
6. Presentation of Wetland Harvesting Guidelines on PAA holdings
7. Dredging Related Items
  - a. VPA- MP Dredge Material Management & Handling Initiative
  - b. Dredging Funding
8. Greenway Farm Donation Update
9. Other Business
10. Next meeting

#### MEMBERS

##### Essex County

Hon. Sidney Johnson

##### Gloucester County

Hon. Christopher A. Hutson  
(Vice-Chair)

##### King and Queen County

Vacant

##### King William County

Mr. Percy C. Ashcraft

##### Mathews County

Ms. Ramona Wilson

##### Middlesex County

Mr. Matt Walker

##### Town of Tappahannock

Mr. Eric Pollitt

##### Town of Urbanna

Mr. Ted Costin

##### Town of West Point

Mr. John B. Edwards, Jr.  
(Chair)

#### Saluda Professional Center

125 Bowden Street

P. O. Box 286

Saluda, VA 23149-0286

Phone: (804) 758-2311

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**MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY**  
**MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY**  
**MINUTES**  
**MPPDC Boardroom**  
**October 13, 2023**

**MEMBERS**

**Essex County**  
Hon. Sidney Johnson

**Gloucester County**  
Hon. Christopher A. Hutson  
(Vice-Chair)

**King and Queen County**  
Hon. Doris Morris

**King William County**  
Mr. Percy Ashcraft

**Mathews County**  
Mrs. Ramona Wilson

**Middlesex County**  
Hon. John Koontz, Jr.  
(Treasurer)

**Town of Tappahannock**  
Mr. Eric Pollitt

**Town of Urbanna**  
Mr. Garth Wheeler

**Town of West Point**  
Mr. John B. Edwards, Jr.  
(Chair)

Saluda Professional Center  
125 Bowden Street  
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**1. Call to Order**

MPCBPAA Vice-Chair Mr. Chris Hutson, Gloucester County called the meeting to order at 11:00 a.m. Members and Alternates attending were: Mr. Sidney Johnson, Essex County; Mr. Christopher Hutson, and Mr. Ashley Chriscoe Gloucester County; Ms. Vivian Seay, King & Queen County; Ms. Ramona Wilson, Mathews County; Mr. Dave Kretz, Middlesex County; Mr. Eric Pollitt, Town of Tappahannock; Dr. William Goldsmith, Town of Urbanna; and Ms. Holly McGowan, Town of West Point.

Also present: Mr. Lewie Lawrence, Mr. Curt Smith, and Ms. Dawn Mantell, MPPDC Staff. A quorum was certified as Essex, Gloucester, King & Queen, Mathews, and Middlesex Counties as well as the Towns of Tappahannock, Urbanna, and West Point were represented.

**2. Approval of June 2023 Minutes**

MPCBPAA Vice-Chair, Mr. Chris Hutson called for a motion to accept the June 2023 Minutes as presented. Motion to accept the June 2023 Minutes as presented was made by Mr. Sidney Johnson; Seconded by Mr. Dave Kretz; motion carried.

**3. Approval of Financial Report**

In the absence of MPPDC Chief Financial Officer, Heather Modispaw, MPCBPAA Secretary, Lewie Lawrence presented the financial report for Board approval. There being no questions, MPCBPAA Vice-Chair, Mr. Chris Hutson requested a motion to accept the Financial Report as presented. A motion to accept the Financial Report was made by Mr. Sidney Johnson; Seconded by Dr. William Goldsmith; motion carried.

**• Election of new Treasurer**

Due to the resignation of Mr. John Koontz from the Middlesex County Board of Supervisors, Vice-Chair Mr. Chris Hutson called for a motion to appoint a new PAA Treasurer. Mr. Eric Pollitt made the motion to appoint Mr. Sidney Johnson as PAA Treasurer; Seconded by Mr. Hutson; motion carried.

**4. Public Comment**

No public comment.

**5. Captain Sinclair's Update**

**a. Meridian Behavioral Health - RE**

MPCBPAA Secretary, Lewie Lawrence stated that on behalf of Mr. Ashley Chriscoe, the PAA received an unsolicited offer to lease part of the Big House for Veteran nature-based services. At their last meeting, the PAA requested Mr. Lawrence invite Meridian Behavioral Health to a future PAA meeting to discuss their program and services to ensure the efforts of the PAA and Meridian Behavioral Health will complement each other's mission.

The Co-Founders of Meridian Behavioral Health - RE, Wes Mason, Chief Executive Officer; Mike Godwin, Chief Administrative Officer; and Mark Luck, Chief Operations Officer were in attendance and provided a PowerPoint Presentation. Topics of the presentation included: Meeting the Team; Overview; Community Needs Assessment; Holistic Approach; Trusted Partners; Environment of Care; Budget and Go-Forward Commitments. With an executive team with over 65+ years of executive management and clinical experience, Meridian Behavioral Health – RE is a single entity that was recently created to provide behavioral health and addiction services for veterans in Hampton Roads. In collaboration with the PAA, MPPDC, and other local partners, “The Sanctuary at Whittaker” will provide behavioral health services for Veterans in Gloucester County and Middle Peninsula. Captain Sinclairs offers the unique opportunity to provide programming that could include crabbing, fishing, and wilderness hikes on trails in a serene and therapeutic environment for healing and treatment. Meridian Behavioral Health expects to employ up to 45 workers, serve over 50 veterans, and has committed approximately \$250,000+ to implement this project.

b. VHDA Housing Update

- Discussion of Big House  
MPCBPAA Secretary, Lewie Lawrence reported bid documents for the Big House renovation are complete and ready for bid once the CBPA approval and VDH permits are finalized.
- Discussion of Pool House  
Construction plans and bid documents for the Pool House addition are complete and remain under County review.
- Discussion of Tiny Houses  
Construction plans and bid documents for Tiny Homes are complete and remain under County review.

c. Photos presentation of Captain Sinclairs Canal Projects

MPCBPAA Secretary, Lewie Lawrence provided a handout containing photos of the progress being made at Captain Sinclairs Recreation Area utilizing different shoreline mitigation deployments such as Geo Tubes.

d. DCR Flood Fund – Road and Berm Funding: VASG should start this fall

MPCBPAA Lewie Lawrence reported on the ongoing delay in construction at the pool house at Captain Sinclairs due to permitting challenges. Septic pipes need to be installed under the dirt roads leading to Captain Sinclairs and staff are waiting for a letter from the County Attorney to begin that installation.

MPCBPAA Lewie Lawrence reported the PAA has \$70-80k to design and construct a nature-based flood mitigation berm of approximately ~1,200 curve linear feet around the RPA at Captain Sinclairs. Work is expected to begin this fall.

e. Gate Issue – new addition

MPCBPAA Secretary, Lewie Lawrence reported a metal gate had been installed and locked blocking the use of an existing 30’ gravel drive Right-of-Way which provides access to multiple parcels beyond the gate. It is believed the metal gate was installed pre-pandemic by an adjoining landowner during the construction of a new home. A

certified letter was sent to the 2 possible landowners requesting the removal of the gate. The next course of action will be to consult with legal counsel to defend all legal rights of access.

f. **PAA Coastal Wilds Website**

MPPDC Deputy Director, Curt Smith reported grant funding from NOAA and the VA Coastal Zone Management program (CZM), was utilized to develop an online marketplace offering official VA Coastal Wilds and other Middle Peninsula merchandise through an ambassador program. Local businesses have been invited to partner and support outdoor rural recreation by offering their products on the VA Coastal Wilds website with a portion of the proceeds going directly to the PAA enhancement of the PAA's public access assets. Whitley's Peanuts plans to develop a new blend of nuts for kayakers to be made available for purchase on the PAA's Coastal Wilds website.

**6. Dredging Related Items**

a. VPA – MP Dredge Material Management & Handling Initiative

b. Dredging Funding

MPCBPAA Secretary, Lewie Lawrence reported that \$4M remains in the dredge maintenance fund and \$5M remains in the capital budget for VPA, however, it is still unable to be distributed. Del. Hodges is looking to address this through the caboose budget.

**7. Greenway Farm Donation Update**

MPCBPAA Secretary, Lewie Lawrence reported the Greenway Farm property, maintained by a company in Florida, previously sold all its nutrient mitigation credits and is no longer creating revenue but continues to incur taxes. The contract agreement will fractionally split ownership releasing the PAA from long-term mitigation responsibility. The proposed use of this property will include research by VA Sea Grant. Once all protections of the PAA are in place, the deed will transfer.

**8. Other Business**

MPPDC Deputy Director, Curt Smith reported a Fight the Flood business partner looking to gain experience, is building a lower energy type stackable shoreline at Captain Sinclairs.

**9. Next Meeting**

The next meeting of the MPCBPAA will be held on December 8, 2023.

**10. Adjournment**

Motion to adjourn was made by Dr. William Goldsmith; Seconded by Mr. Eric Pollitt; Motion carried.

## Agencywide Line Item Revenues and Expenditures

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period: 7/1/2023 to 12/31/2023  
 Without Indirect Detail

Run Date: 01/10/2024  
 Run Time: 9:23:32 am  
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Code	Description	Budget	Current	YTD	Un/Over	% Bud
<b>Revenues</b>						
40100	DEQ (CZM)	146,000.00	0.00	0.00	146,000.00	0.00 %
40104	Virginia Outdoors Foundation	25,000.00	0.00	0.00	25,000.00	0.00 %
40112	VA Sea Grant	605,310.00	0.00	185,940.00	419,370.00	30.72 %
40200	Interest Income	4,000.00	0.00	3,085.41	914.59	77.14 %
40211	Access Fees	2,500.00	0.00	399.84	2,100.16	15.99 %
40212	Rental Income	22,800.00	1,500.00	7,500.00	15,300.00	32.89 %
45100	Retained Income	0.00	0.00	38,787.23	(38,787.23)	0.00 %
	<b>Revenues</b>	<b>805,610.00</b>	<b>1,500.00</b>	<b>235,712.48</b>	<b>569,897.52</b>	<b>29.26 %</b>
<b>Expenses</b>						
52100	Property Insurance	0.00	0.00	383.00	(383.00)	0.00 %
52101	Facilities Maintenance	3,500.00	1,000.00	2,511.00	989.00	71.74 %
52102	Flood Insurance	4,755.00	0.00	1,695.00	3,060.00	35.65 %
52110	Utilities	0.00	(67.71)	107.77	(107.77)	0.00 %
56000	Contractual-Other	20,000.00	0.00	34.84	19,965.16	0.17 %
56001	Contractual-MPPDC	52,500.00	0.00	4,578.28	47,921.72	8.72 %
56002	Audit	4,500.00	0.00	0.00	4,500.00	0.00 %
56003	Accounting	950.00	0.00	456.00	494.00	48.00 %
56004	Legal	4,000.00	0.00	106.50	3,893.50	2.66 %
56006	Construction	700,810.00	0.00	199,520.04	501,289.96	28.47 %
56007	Fees & Permits	0.00	0.00	26.00	(26.00)	0.00 %
56008	Public Officials Insurance	550.00	0.00	0.00	550.00	0.00 %
56009	General Liability Insurance	2,500.00	0.00	0.00	2,500.00	0.00 %
57000	Postage	0.00	0.00	34.24	(34.24)	0.00 %
57900	Miscellaneous Expense	1,000.00	0.00	228.17	771.83	22.82 %
	<b>Expenses</b>	<b>795,065.00</b>	<b>932.29</b>	<b>209,680.84</b>	<b>585,384.16</b>	<b>26.37 %</b>
	<b>Agency Balance</b>	<b>10,545.00</b>	<b>567.71</b>	<b>26,031.64</b>		

## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

Run Date: 01/10/2024  
 Run Time: 9:23:12 am  
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>30024</b>	<b>FY24 PAA Administration</b>							
				Period		to		
<b>Revenues</b>								
	40200 Interest Income	4,000.00	0.00	0.00	3,085.41	3,085.41	914.59	77.1
	40211 Access Fees	2,500.00	0.00	0.00	399.84	399.84	2,100.16	15.9
	Revenues	6,500.00	0.00	0.00	3,485.25	3,485.25	3,014.75	53.6
<b>Expenses</b>								
	56000 Contractual-Other	0.00	0.00	0.00	34.84	34.84	(34.84)	0.0
	56002 Audit	4,500.00	0.00	0.00	0.00	0.00	4,500.00	0.0
	56003 Accounting	950.00	0.00	0.00	456.00	456.00	494.00	48.0
	56004 Legal	4,000.00	0.00	0.00	106.50	106.50	3,893.50	2.6
	56008 Public Officials Insurance	550.00	0.00	0.00	0.00	0.00	550.00	0.0
	56009 General Liability Insuran	150.00	0.00	0.00	0.00	0.00	150.00	0.0
	57000 Postage	0.00	0.00	0.00	34.24	34.24	(34.24)	0.0
	57900 Miscellaneous Expense	1,000.00	0.00	0.00	228.17	228.17	771.83	22.8
	Expenses	11,150.00	0.00	0.00	859.75	859.75	10,290.25	7.7
	<b>Project Revenues:</b>	6,500.00	0.00	0.00	3,485.25	3,485.25	3,014.75	53.6
	<b>Project Expenses:</b>	11,150.00	0.00	0.00	859.75	859.75	10,290.25	7.7
	<b>Project Balance:</b>	(4,650.00)	0.00	0.00	2,625.50	2,625.50		

## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

Run Date: 01/10/2024  
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>31001</b>	<b>Browne Tract Administration</b>							
				Period		to		
<b>Expenses</b>								
	52100 Property Insurance	165.00	0.00	0.00	22.98	22.98	142.02	13.9
	52101 Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.0
	Expenses	665.00	0.00	0.00	22.98	22.98	642.02	3.4
	<b>Project Revenues:</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.0
	<b>Project Expenses:</b>	665.00	0.00	0.00	22.98	22.98	642.02	3.4
	<b>Project Balance:</b>	(665.00)	0.00	0.00	(22.98)	(22.98)		



## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

Run Date: 01/10/2024  
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>31002</b>	<b>Clay Tract Administration</b>							
				Period		to		
<b>Expenses</b>								
	52100 Property Insurance	83.00	0.00	0.00	11.49	11.49	71.51	13.8
	52101 Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.0
	Expenses	583.00	0.00	0.00	11.49	11.49	571.51	1.9
	<b>Project Revenues:</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.0
	<b>Project Expenses:</b>	583.00	0.00	0.00	11.49	11.49	571.51	1.9
	<b>Project Balance:</b>	(583.00)	0.00	0.00	(11.49)	(11.49)		

## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>31003</b>	<b>Hayworth Tract Administration</b>							
				Period		to		
<b>Expenses</b>								
	52101 Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.0
	Expenses	500.00	0.00	0.00	0.00	0.00	500.00	0.0
	<b>Project Revenues:</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.0
	<b>Project Expenses:</b>	500.00	0.00	0.00	0.00	0.00	500.00	0.0
	<b>Project Balance:</b>	(500.00)	0.00	0.00	0.00	0.00		

## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

Run Date: 01/10/2024  
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>31006</b>	<b>Captain Sinclair Landing</b>				<b>Period</b>	<b>1/25/2002</b>	<b>to 1/25/2002</b>	
<b>Revenues</b>								
	40113 VLCF	3,763.26	0.00	0.00	0.00	0.00	3,763.26	0.0
	40212 Rental Income	12,000.00	0.00	600.00	2,100.00	2,100.00	9,900.00	17.5
	Revenues	15,763.26	0.00	600.00	2,100.00	2,100.00	13,663.26	13.3
<b>Expenses</b>								
	52100 Property Insurance	1,700.00	0.00	0.00	302.57	302.57	1,397.43	17.8
	52101 Facilities Maintenance	4,763.26	0.00	1,000.00	1,549.00	1,549.00	3,214.26	32.5
	52102 Flood Insurance	4,755.00	0.00	0.00	1,695.00	1,695.00	3,060.00	35.6
	52110 Utilities	0.00	0.00	(67.71)	107.77	107.77	(107.77)	0.0
	56007 Fees & Permits	0.00	0.00	0.00	26.00	26.00	(26.00)	0.0
	Expenses	11,218.26	0.00	932.29	3,680.34	3,680.34	7,537.92	32.8
	<b>Project Revenues:</b>	15,763.26	0.00	600.00	2,100.00	2,100.00	13,663.26	13.3
	<b>Project Expenses:</b>	11,218.26	0.00	932.29	3,680.34	3,680.34	7,537.92	32.8
	<b>Project Balance:</b>	4,545.00	0.00	(332.29)	(1,580.34)	(1,580.34)		

## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>31009</b>	<b>Perrin Wharf</b>				<b>Period</b>	<b>01/25/2002</b>	<b>to 01/25/2002</b>	
<b>Revenues</b>								
	45100 Retained Income	0.00	(3,201.60)	0.00	3,201.60	0.00	0.00	0.0
	Revenues	0.00	(3,201.60)	0.00	3,201.60	0.00	0.00	0.0
<b>Expenses</b>								
	52100 Property Insurance	0.00	0.00	0.00	34.47	34.47	(34.47)	0.0
	52101 Facilities Maintenance	500.00	0.00	0.00	962.00	962.00	(462.00)	192.4
	Expenses	500.00	0.00	0.00	996.47	996.47	(496.47)	199.2
	<b>Project Revenues:</b>	0.00	(3,201.60)	0.00	3,201.60	0.00	0.00	0.0
	<b>Project Expenses:</b>	500.00	0.00	0.00	996.47	996.47	(496.47)	199.2
	<b>Project Balance:</b>	(500.00)	(3,201.60)	0.00	2,205.13	(996.47)		

## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

Run Date: 01/10/2024  
 Run Time: 9:23:12 am  
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>31021</b>	<b>Margaret Lyell Administration</b>				<b>Period 05/21/2021 to 06/30/2021</b>			
<b>Revenues</b>								
	40212 Rental Income	10,800.00	0.00	900.00	5,400.00	5,400.00	5,400.00	50.0
	45100 Retained Income	0.00	(10,414.70)	0.00	10,414.70	0.00	0.00	0.0
	<b>Revenues</b>	<b>10,800.00</b>	<b>(10,414.70)</b>	<b>900.00</b>	<b>15,814.70</b>	<b>5,400.00</b>	<b>5,400.00</b>	<b>50.0</b>
<b>Expenses</b>								
	52100 Property Insurance	414.00	0.00	0.00	11.49	11.49	402.51	2.7
	52101 Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.0
	<b>Expenses</b>	<b>914.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11.49</b>	<b>11.49</b>	<b>902.51</b>	<b>1.2</b>
	<b>Project Revenues:</b>	<b>10,800.00</b>	<b>(10,414.70)</b>	<b>900.00</b>	<b>15,814.70</b>	<b>5,400.00</b>	<b>5,400.00</b>	<b>50.0</b>
	<b>Project Expenses:</b>	<b>914.00</b>	<b>0.00</b>	<b>0.00</b>	<b>11.49</b>	<b>11.49</b>	<b>902.51</b>	<b>1.2</b>
	<b>Project Balance:</b>	<b>9,886.00</b>	<b>(10,414.70)</b>	<b>900.00</b>	<b>15,803.21</b>	<b>5,388.51</b>		

## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

Run Date: 01/10/2024  
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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>33500</b>	<b>VLCF Tappahannock Hoskins Creek</b>				<b>Period</b>	<b>07/01/2021</b>	<b>to 06/30/2023</b>	
<b>Revenues</b>								
	40113 VLCF	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.0
	40201 Donations - property	340,000.00	0.00	0.00	0.00	0.00	340,000.00	0.0
	Revenues	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.0</u>
<b>Expenses</b>								
	56100 Land Expenses	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.0
	57999 Matching Funds	340,000.00	0.00	0.00	0.00	0.00	340,000.00	0.0
	Expenses	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.0</u>
	<b>Project Revenues:</b>	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.0</u>
	<b>Project Expenses:</b>	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.0</u>
	<b>Project Balance:</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		

## Revenue and Expenditure Report by Project

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

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Project	Description	Budget	Prior Year	Current	YTD	Proj Total	Un/Over	% Bud
<b>33700</b>	<b>GoVA Sea Grant Resilience Economy</b>				<b>Period</b>	<b>07/01/2021</b>	<b>to 3/31/2024</b>	
<b>Revenues</b>								
	40112 VA Sea Grant	906,250.00	404,690.00	0.00	185,940.00	590,630.00	315,620.00	65.1
	45100 Retained Income	0.00	(25,170.93)	0.00	25,170.93	0.00	0.00	0.0
	<b>Revenues</b>	<b>906,250.00</b>	<b>379,519.07</b>	<b>0.00</b>	<b>211,110.93</b>	<b>590,630.00</b>	<b>315,620.00</b>	<b>65.1</b>
<b>Expenses</b>								
	56001 Contractual-MPPDC	131,250.00	87,500.00	0.00	4,578.28	92,078.28	39,171.72	70.1
	56004 Legal	0.00	4,558.00	0.00	0.00	4,558.00	(4,558.00)	0.0
	56006 Construction	775,000.00	287,236.07	0.00	199,520.04	486,756.11	288,243.89	62.8
	57900 Miscellaneous Expense	0.00	225.00	0.00	0.00	225.00	(225.00)	0.0
	<b>Expenses</b>	<b>906,250.00</b>	<b>379,519.07</b>	<b>0.00</b>	<b>204,098.32</b>	<b>583,617.39</b>	<b>322,632.61</b>	<b>64.4</b>
	<b>Project Revenues:</b>	<b>906,250.00</b>	<b>379,519.07</b>	<b>0.00</b>	<b>211,110.93</b>	<b>590,630.00</b>	<b>315,620.00</b>	<b>65.1</b>
	<b>Project Expenses:</b>	<b>906,250.00</b>	<b>379,519.07</b>	<b>0.00</b>	<b>204,098.32</b>	<b>583,617.39</b>	<b>322,632.61</b>	<b>64.4</b>
	<b>Project Balance:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,012.61</b>	<b>7,012.61</b>		
	<b>Report Total:</b>			<b>567.71</b>	<b>26,031.64</b>			

## Balance Sheet

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period From : 7/1/2023 to 12/31/2023

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**Assets:**

10000	Checking	1,008.78
10001	C&F MMKT - Restricted	55,179.14
10100	LGIP	20,001.05
10101	Rainy Day Fund (Resides in LGIP Gen Fund)	18,000.00
10200	Security Deposit Escrow	1,800.00
10700	Prepaid expense	7,919.50
11001	Browne Tract	216,964.00
11002	Clay Tract	576,069.00
11003	Hayworth, Dragon Run, Jackson Tracts	399,760.00
11004	Hall Tract	305,700.00
11005	Shenk Property	260,400.00
11006	Captain Sinclair Landing	1,423,600.00
11007	Perrin Wharf	16,151.00
11008	Sloop Landing	49,400.00
11009	Dutchmans Point	167,900.00
11010	Healy Creek	334,800.00
11011	Winter Harbor	112,600.00
11012	Bethel Beach	61,000.00
11013	Horn Harbor	11,000.00
11014	Heron Point	190,000.00
11015	Adams Creek	152,250.00
11016	Guinea Marshes	107,000.00
11017	Locust Grove Park, Essex	65,000.00
11018	Carneal Property	12,905.00
11019	Halifax Property	3,157.83
11020	Mabie Property	14,657.33
11021	Doome Property	8,088.50
11022	Miller Property	3,390.50
11023	Villa Property	12,600.00
11024	Skaare Property	36,750.00
11025	Bryant Property	57,170.00
11026	Pamturn Property	152,960.00
11027	South Garden Property	770,000.00
11050	Accumulated Depreciation	(333,371.67)
13000	Equipment	7,203.00
	<b>Total Assets:</b>	<b>5,299,012.96</b>

**Liabilities:**

20100	Security Deposit	1,000.00
	<b>Total Liabilities:</b>	<b>1,000.00</b>

**Projects**

30024	FY24 PAA Administration	2,625.50
31001	Browne Tract Administration	(149.98)
31002	Clay Tract Administration	(74.49)
31006	Captain Sinclair Landing	(51,619.49)



## Balance Sheet

Middle Peninsula Chesapeake Bay Public Access Auth  
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31009	Perrin Wharf	1,127.13
31012	Healy Creek	(60.00)
31019	Skaare Administration	36,345.00
31020	Bryant Administration	56,204.35
31021	Margaret Lyell Administration	167,682.99
33600	VLCF South Garden on Severn	755,556.20
33700	GoVA Sea Grant Resilience Economy	7,012.61
39000	General Fund Balance	2,801,372.14
39100	Restricted - Fed Program Income	59,198.00
39101	Restricted - Federal	1,157,093.00
39102	Restricted - by Deed	305,700.00
<b>Total Projects</b>		<b>5,298,012.96</b>
<b>Total Liabilities and Projects</b>		<b>5,299,012.96</b>
<b>Net Difference to be Reconciled</b>		<b>0.00</b>
<b>Total Adjustment</b>		<b>0.00</b>
<b>Unreconciled Balance</b>		<b>0.00</b>

### Reconciling Items .....

(1)	Paid Salaries are Timesheets show Difference	0.00 0.00 0.00
(2)	Leave accrued this year	0.00
(3)	Fringe Pool is Fringe allocated Difference	0.00 0.00 0.00
(4)	Indirect Pool is Indirect Allocated Difference	0.00 0.00 0.00
<b>Total adjustments</b>		<b>0.00</b>

## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

Run Date: 01/10/2024  
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Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>30024</b>	<b>FY24 PAA Administration</b>			<b>Period</b>				
					<b>to</b>			
<b>300240</b>	<b>FY24 PAA Administration</b>							
<b>Revenues</b>								
40200	Interest Income	4,000.00	0.00	0.00	3,085.41	3,085.41	914.59	77.14 %
40211	Access Fees	2,500.00	0.00	0.00	399.84	399.84	2,100.16	15.99 %
	Revenues	<u>6,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,485.25</u>	<u>3,485.25</u>	<u>3,014.75</u>	<u>53.62 %</u>
<b>Expenses</b>								
56000	Contractual-Other	0.00	0.00	0.00	34.84	34.84	(34.84)	0.00 %
56002	Audit	4,500.00	0.00	0.00	0.00	0.00	4,500.00	0.00 %
56003	Accounting	950.00	0.00	0.00	456.00	456.00	494.00	48.00 %
56004	Legal	4,000.00	0.00	0.00	106.50	106.50	3,893.50	2.66 %
56008	Public Officials Insurance	550.00	0.00	0.00	0.00	0.00	550.00	0.00 %
56009	General Liability Insurance	150.00	0.00	0.00	0.00	0.00	150.00	0.00 %
57000	Postage	0.00	0.00	0.00	34.24	34.24	(34.24)	0.00 %
57900	Miscellaneous Expense	1,000.00	0.00	0.00	228.17	228.17	771.83	22.82 %
	Expenses	<u>11,150.00</u>	<u>0.00</u>	<u>0.00</u>	<u>859.75</u>	<u>859.75</u>	<u>10,290.25</u>	<u>7.71 %</u>
	Balance:	<u>(4,650.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>2,625.50</u>	<u>2,625.50</u>		
<b>Project Revenues:</b>		<u>6,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,485.25</u>	<u>3,485.25</u>	<u>3,014.75</u>	<u>53.62 %</u>
<b>Project Expenses:</b>		<u>11,150.00</u>	<u>0.00</u>	<u>0.00</u>	<u>859.75</u>	<u>859.75</u>	<u>10,290.25</u>	<u>7.71 %</u>
<b>Project Balance:</b>		<u>(4,650.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>2,625.50</u>	<u>2,625.50</u>		

## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

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Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>31001</b>	<b>Browne Tract Administration</b>			Period				
					to			
<b>310010</b>	<b>Browne Tract Administration</b>							
	<u>Expenses</u>							
52100	Property Insurance	165.00	0.00	0.00	22.98	22.98	142.02	13.93 %
52101	Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.00 %
	Expenses	665.00	0.00	0.00	22.98	22.98	642.02	3.46 %
	Balance:	(665.00)	0.00	0.00	(22.98)	(22.98)		
	<b>Project Revenues:</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	<b>Project Expenses:</b>	665.00	0.00	0.00	22.98	22.98	642.02	3.46 %
	<b>Project Balance:</b>	(665.00)	0.00	0.00	(22.98)	(22.98)		

## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
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Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>31002</b>	<b>Clay Tract Administration</b>			<b>Period</b>		<b>to</b>		
<b>310020</b>	<b>Clay -NA05NOS4191239 Task 1.02</b>							
<b>Expenses</b>								
52100	Property Insurance	83.00	0.00	0.00	11.49	11.49	71.51	13.84 %
52101	Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.00 %
	Expenses	<u>583.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11.49</u>	<u>11.49</u>	<u>571.51</u>	<u>1.97 %</u>
	Balance:	<u>(583.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(11.49)</u>	<u>(11.49)</u>		
	<b>Project Revenues:</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00 %</u>
	<b>Project Expenses:</b>	<u>583.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11.49</u>	<u>11.49</u>	<u>571.51</u>	<u>1.97 %</u>
	<b>Project Balance:</b>	<u>(583.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(11.49)</u>	<u>(11.49)</u>		

## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
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Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>31003</b>	<b>Hayworth Tract Administration</b>			<b>Period</b>	<b>to</b>			
<b>310030</b>	<b>Haworth -NA05NOS419239 Task 1.01</b>							
<b>Expenses</b>								
52101	Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.00 %
	Expenses	500.00	0.00	0.00	0.00	0.00	500.00	0.00 %
	Balance:	(500.00)	0.00	0.00	0.00	0.00		
<b>Project Revenues:</b>								
		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<b>Project Expenses:</b>								
		500.00	0.00	0.00	0.00	0.00	500.00	0.00 %
<b>Project Balance:</b>								
		(500.00)	0.00	0.00	0.00	0.00		

## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

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Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>31006</b>	<b>Captain Sinclair Landing</b>			Period	1/25/2002	to	1/25/2002	
<b>310060</b>	<b>Captain Sinclairs Tenant House Admin</b>							
<b>Revenues</b>								
40113	VLCF	3,763.26	0.00	0.00	0.00	0.00	3,763.26	0.00 %
40212	Rental Income	12,000.00	0.00	600.00	2,100.00	2,100.00	9,900.00	17.50 %
	<b>Revenues</b>	<b>15,763.26</b>	<b>0.00</b>	<b>600.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>13,663.26</b>	<b>13.32 %</b>
<b>Expenses</b>								
52100	Property Insurance	250.00	0.00	0.00	45.96	45.96	204.04	18.38 %
52101	Facilities Maintenance	4,763.26	0.00	1,000.00	1,549.00	1,549.00	3,214.26	32.52 %
52102	Flood Insurance	1,695.00	0.00	0.00	0.00	0.00	1,695.00	0.00 %
56007	Fees & Permits	0.00	0.00	0.00	26.00	26.00	(26.00)	0.00 %
	<b>Expenses</b>	<b>6,708.26</b>	<b>0.00</b>	<b>1,000.00</b>	<b>1,620.96</b>	<b>1,620.96</b>	<b>5,087.30</b>	<b>24.16 %</b>
	<b>Balance:</b>	<b>9,055.00</b>	<b>0.00</b>	<b>(400.00)</b>	<b>479.04</b>	<b>479.04</b>		
<b>310061</b>	<b>Captain Sinclairs Main House</b>							
<b>Expenses</b>								
52100	Property Insurance	1,300.00	0.00	0.00	229.80	229.80	1,070.20	17.68 %
52102	Flood Insurance	1,695.00	0.00	0.00	1,695.00	1,695.00	0.00	100.00 %
52110	Utilities	0.00	0.00	11.07	72.52	72.52	(72.52)	0.00 %
	<b>Expenses</b>	<b>2,995.00</b>	<b>0.00</b>	<b>11.07</b>	<b>1,997.32</b>	<b>1,997.32</b>	<b>997.68</b>	<b>66.69 %</b>
	<b>Balance:</b>	<b>(2,995.00)</b>	<b>0.00</b>	<b>(11.07)</b>	<b>(1,997.32)</b>	<b>(1,997.32)</b>		
<b>310064</b>	<b>Pool House/GRA</b>							
<b>Expenses</b>								
52100	Property Insurance	150.00	0.00	0.00	26.81	26.81	123.19	17.87 %
52102	Flood Insurance	1,365.00	0.00	0.00	0.00	0.00	1,365.00	0.00 %
52110	Utilities	0.00	0.00	(78.78)	35.25	35.25	(35.25)	0.00 %
	<b>Expenses</b>	<b>1,515.00</b>	<b>0.00</b>	<b>(78.78)</b>	<b>62.06</b>	<b>62.06</b>	<b>1,452.94</b>	<b>4.10 %</b>
	<b>Balance:</b>	<b>(1,515.00)</b>	<b>0.00</b>	<b>78.78</b>	<b>(62.06)</b>	<b>(62.06)</b>		
<b>Project Revenues:</b>		<b>15,763.26</b>	<b>0.00</b>	<b>600.00</b>	<b>2,100.00</b>	<b>2,100.00</b>	<b>13,663.26</b>	<b>13.32 %</b>
<b>Project Expenses:</b>		<b>11,218.26</b>	<b>0.00</b>	<b>932.29</b>	<b>3,680.34</b>	<b>3,680.34</b>	<b>7,537.92</b>	<b>32.81 %</b>
<b>Project Balance:</b>		<b>4,545.00</b>	<b>0.00</b>	<b>(332.29)</b>	<b>(1,580.34)</b>	<b>(1,580.34)</b>		

## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
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Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>31009</b>	<b>Perrin Wharf</b>							
				Period	01/25/2002	to	01/25/2002	
<b>310090</b>	<b>Perrin Wharf Admin</b>							
	<u>Revenues</u>							
45100	Retained Income	0.00	(3,201.60)	0.00	3,201.60	0.00	0.00	0.00 %
	Revenues	0.00	(3,201.60)	0.00	3,201.60	0.00	0.00	0.00 %
	<u>Expenses</u>							
52100	Property Insurance	0.00	0.00	0.00	34.47	34.47	(34.47)	0.00 %
52101	Facilities Maintenance	500.00	0.00	0.00	962.00	962.00	(462.00)	192.40 %
	Expenses	500.00	0.00	0.00	996.47	996.47	(496.47)	199.29 %
	Balance:	(500.00)	(3,201.60)	0.00	2,205.13	(996.47)		
	<b>Project Revenues:</b>	0.00	(3,201.60)	0.00	3,201.60	0.00	0.00	0.00 %
	<b>Project Expenses:</b>	500.00	0.00	0.00	996.47	996.47	(496.47)	199.29 %
	<b>Project Balance:</b>	(500.00)	(3,201.60)	0.00	2,205.13	(996.47)		

## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
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Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>31021</b>	<b>Margaret Lyell Administration</b>							
				Period	05/21/2021	to	06/30/2021	
<b>310210</b>	<b>Margaret Lyell Administration</b>							
<b>Expenses</b>								
52100	Property Insurance	11.49	0.00	0.00	11.49	11.49	0.00	100.00 %
	Expenses	11.49	0.00	0.00	11.49	11.49	0.00	100.00 %
	Balance:	(11.49)	0.00	0.00	(11.49)	(11.49)		
<b>310211</b>	<b>Margaret Lyell Tenant House</b>							
<b>Revenues</b>								
40212	Rental Income	10,800.00	0.00	900.00	5,400.00	5,400.00	5,400.00	50.00 %
45100	Retained Income	0.00	(10,414.70)	0.00	10,414.70	0.00	0.00	0.00 %
	Revenues	10,800.00	(10,414.70)	900.00	15,814.70	5,400.00	5,400.00	50.00 %
<b>Expenses</b>								
52100	Property Insurance	402.51	0.00	0.00	0.00	0.00	402.51	0.00 %
52101	Facilities Maintenance	500.00	0.00	0.00	0.00	0.00	500.00	0.00 %
	Expenses	902.51	0.00	0.00	0.00	0.00	902.51	0.00 %
	Balance:	9,897.49	(10,414.70)	900.00	15,814.70	5,400.00		
<b>Project Revenues:</b>		10,800.00	(10,414.70)	900.00	15,814.70	5,400.00	5,400.00	50.00 %
<b>Project Expenses:</b>		914.00	0.00	0.00	11.49	11.49	902.51	1.26 %
<b>Project Balance:</b>		9,886.00	(10,414.70)	900.00	15,803.21	5,388.51		



## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
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Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>33500</b>	<b>VLCF Tappahannock Hoskins Creek</b>			Period	07/01/2021	to	06/30/2023	
<b>335000</b>	<b>VLCF Tappahannock Hoskins Creek</b>							
<b>Revenues</b>								
40113	VLCF	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00 %
40201	Donations - property	340,000.00	0.00	0.00	0.00	0.00	340,000.00	0.00 %
	Revenues	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.00 %</u>
<b>Expenses</b>								
56100	Land Expenses	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00 %
57999	Matching Funds	340,000.00	0.00	0.00	0.00	0.00	340,000.00	0.00 %
	Expenses	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.00 %</u>
	Balance:	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		
	<b>Project Revenues:</b>	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.00 %</u>
	<b>Project Expenses:</b>	<u>540,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>540,000.00</u>	<u>0.00 %</u>
	<b>Project Balance:</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		

## Revenue and Expenditure Report by Element

Middle Peninsula Chesapeake Bay Public Access Auth  
 Period 7/1/2023 to 12/31/2023

Run Date: 01/10/2024  
 Run Time: 9:20:31 am  
 Page 9 of 9

Element	Description	Budget	Prior Year	Current	YTD	ProjTotal	Un/Over	% Bud
<b>33700 GoVA Sea Grant Resilience Economy</b>				Period	07/01/2021	to	3/31/2024	
<b>337000 GoVA Sea Grant Resilience Economy</b>								
<u>Revenues</u>								
40112	VA Sea Grant	906,250.00	404,690.00	0.00	185,940.00	590,630.00	315,620.00	65.17 %
45100	Retained Income	0.00	(25,170.93)	0.00	25,170.93	0.00	0.00	0.00 %
	Revenues	<u>906,250.00</u>	<u>379,519.07</u>	<u>0.00</u>	<u>211,110.93</u>	<u>590,630.00</u>	<u>315,620.00</u>	<u>65.17 %</u>
<u>Expenses</u>								
56001	Contractual-MPPDC	131,250.00	87,500.00	0.00	4,578.28	92,078.28	39,171.72	70.15 %
56004	Legal	0.00	4,558.00	0.00	0.00	4,558.00	(4,558.00)	0.00 %
56006	Construction	177,446.00	0.00	0.00	0.00	0.00	177,446.00	0.00 %
	Expenses	<u>308,696.00</u>	<u>92,058.00</u>	<u>0.00</u>	<u>4,578.28</u>	<u>96,636.28</u>	<u>212,059.72</u>	<u>31.30 %</u>
	Balance:	<u>597,554.00</u>	<u>287,461.07</u>	<u>0.00</u>	<u>206,532.65</u>	<u>493,993.72</u>		
<b>337001 Biogenic Solutions Consulting</b>								
<u>Expenses</u>								
56006	Construction	197,554.00	67,757.02	0.00	99,784.15	167,541.17	30,012.83	84.81 %
	Expenses	<u>197,554.00</u>	<u>67,757.02</u>	<u>0.00</u>	<u>99,784.15</u>	<u>167,541.17</u>	<u>30,012.83</u>	<u>84.81 %</u>
	Balance:	<u>(197,554.00)</u>	<u>(67,757.02)</u>	<u>0.00</u>	<u>(99,784.15)</u>	<u>(167,541.17)</u>		
<b>337002 Triangle Environmental Health Initiative</b>								
<u>Expenses</u>								
56006	Construction	200,000.00	71,006.31	0.00	48,208.63	119,214.94	80,785.06	59.61 %
57900	Miscellaneous Expense	0.00	225.00	0.00	0.00	225.00	(225.00)	0.00 %
	Expenses	<u>200,000.00</u>	<u>71,231.31</u>	<u>0.00</u>	<u>48,208.63</u>	<u>119,439.94</u>	<u>80,560.06</u>	<u>59.72 %</u>
	Balance:	<u>(200,000.00)</u>	<u>(71,231.31)</u>	<u>0.00</u>	<u>(48,208.63)</u>	<u>(119,439.94)</u>		
<b>337003 Natrx</b>								
<u>Expenses</u>								
56006	Construction	200,000.00	148,472.74	0.00	51,527.26	200,000.00	0.00	100.00 %
	Expenses	<u>200,000.00</u>	<u>148,472.74</u>	<u>0.00</u>	<u>51,527.26</u>	<u>200,000.00</u>	<u>0.00</u>	<u>100.00 %</u>
	Balance:	<u>(200,000.00)</u>	<u>(148,472.74)</u>	<u>0.00</u>	<u>(51,527.26)</u>	<u>(200,000.00)</u>		
<b>Project Revenues:</b>		<u>906,250.00</u>	<u>379,519.07</u>	<u>0.00</u>	<u>211,110.93</u>	<u>590,630.00</u>	<u>315,620.00</u>	<u>65.17 %</u>
<b>Project Expenses:</b>		<u>906,250.00</u>	<u>379,519.07</u>	<u>0.00</u>	<u>204,098.32</u>	<u>583,617.39</u>	<u>322,632.61</u>	<u>64.40 %</u>
<b>Project Balance:</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,012.61</u>	<u>7,012.61</u>		
<b>Report Total:</b>				<u>567.71</u>	<u>26,031.64</u>			

RED 1/5 additions

THIS LEASE AGREEMENT is dated the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Middle Peninsula Chesapeake Bay Public Access Authority, a political subdivision of the Commonwealth of Virginia (the “Landlord”), whose address is 125 Bowden Street, Middlesex Virginia 2314, and Meridian Behavioral Health-RE (“MBH”), whose address is \_\_\_\_\_.

### WITNESSETH

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from landlord a portion of the Premises known as: 9524 Whittaker, “facility or premises”.

2. Term and Termination. The Term of this lease shall be for twenty-four (24) months commencing on \_\_\_\_\_, 2024 and expiring on \_\_\_\_\_, 2026.

3. Condition, Acceptance and Use of Subleased Premises.

(a) At the commencement of the term of this lease, Tenant shall accept the Premises in its existing condition and repair. Tenant acknowledges that no representations, statement, or warranties, express or implied, have been made by or on behalf of Landlord in respect to their condition, or the use or occupation that may be made thereof, and that Landlord in no event whatsoever will be liable for any latent defects in the Premises or in the equipment therein.

(b) Acceptance of the Premises by Tenant shall be construed as recognition that the Premises are in need of repair and other portions are in a good state of repair and in sanitary condition. Landlord shall not be liable for any losses or damages incurred by Tenant due to the failure of operation of the heating, cooling, or other utility equipment or due to the necessity of repair of same.

(c) Tenant shall use and occupy the Premises solely for the following operation generally described as Providing outpatient services specifically for veterans in a serene and therapeutic environment with qualified staff to help address issues due to trauma and addiction. Tenant shall not use or occupy the facility or premises for any unlawful purposes.

(d) Tenant recognizes the premises is a public waterfront park and plans to incorporate therapeutic operations provided by the park setting into outpatient services.

(e) Tenant will endeavor to work with and financially support (when possible) other user groups also using the public waterfront park facility to reduce conflict and to be supportive of the enabled purpose of which the Middle Peninsula Chesapeake Bay Public Access Authority was created. The Tenant will designate a MBH POC to liaison with other groups to ensure program operations for all parties are maximized.

(f) Tenant shall surrender the Premises at the expiration of the term hereof, or any renewal thereof, or upon other termination hereunder, in the same condition, with Tenant improvements as contemplated pursuant to paragraph 4 below, as when Tenant took possession, reasonable wear and tear excepted.

4. Rent. Landlord agrees to abate rent for the first 12 months of operations in exchange for \$277,000+ in capital investment to be made and documented by MBH in the facility. Tenant covenants and agrees to pay Landlord for the Premises, without notice or demand, the total sum of \$60,000 for the final 12 months of the Term, payable in equal monthly installments of \$5,000 due on the 13<sup>th</sup> month from the signing of this lease. Rent will begin on 1<sup>st</sup> day of each month beginning \_\_\_\_\_ 1, 2025 and ending on \_\_\_\_\_ 1, 2026.

5. Rent Escalation. No rent escalation is proposed for the 24 month lease period. If Tenant and Landlord agree to extend or renew the lease, an annual 3.5% rent escalation is established at the start of the new lease. After 12 months of the first 3.5% escalation, either party may negotiate new rent escalation rate terms.

6. Assumption of Obligations and Tenant Responsibilities. Tenant agrees that it will take good care of the Premises, will commit no waste, and will not do, suffer, or permit to be done any injury to the same. Tenant shall keep all interior areas of the Premises in good, clean, sanitary, and slightly condition, working order, and repair. Tenant shall also have the following maintenance and

repair responsibilities: janitorial service for the Premises, interior maintenance and renovations, grounds maintenance, ice and snow removal on the Premises, solid waste collection and disposal, and signage which shall be in compliance with the Landlord's design covenants or subject to Landlord's approval.

7. Tenant Responsibilities.

(a) Tenant pledges to invest at least \$277,000 in capital repairs, including HVAC, roofing, interior and exterior including porches as best determined to ensure the premises are in good working order. Modifications to the building, walls, structures and like must be ADA compliant. Tenant will provide certification upon expenditure of capital investment that the facility is in good working order. Landlord will counter certify. If the Department of Housing and Community Development provides an IRF grant award under the 2023 application submitted for capital improvements to the facility, Landlord and Tenant may adjust the \$277,000 investment committed by MBH and or modify the lease terms to account for state investment in the facility.

(b) Tenant is responsible for all licenses, permits, insurance, utilities and any applicable lease hold tax or other related taxes or fees.

(c) Tenant agrees, as needed, to cost share on gravel or millings in conjunction with the Landlord to help maintain the dirt road leading to the site. The Landlord will consult with the tenant from time to time as needed. The Tenant's annual maximum road maintenance cost commitment will not exceed \$1,000.

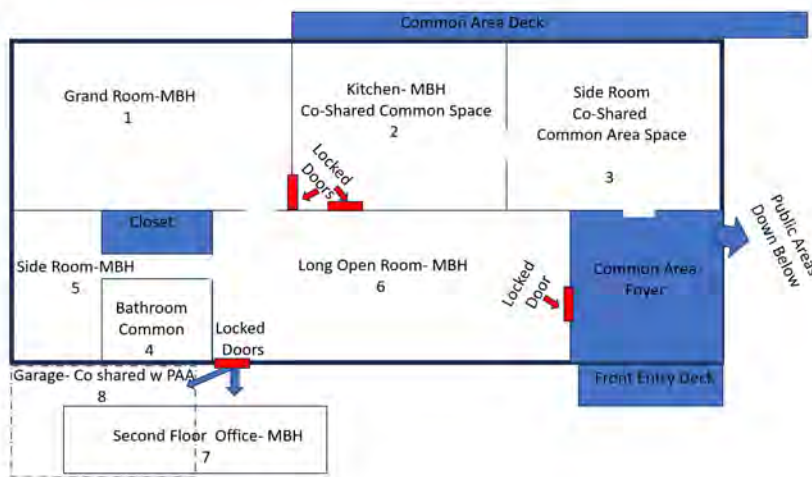
(d) Tenant agrees to maintain the common area waterfront lower level deck and front entry deck and walkway for use by MBH and other users as a common area.

(e) The garage area can be used by MBH, but is considered common area for MBH and the Landlord. MBH can make improvements or modifications to garage area.

(f) Tenant can make improvements or maintenance to common area or grounds with concurrence of Landlord.

(g) Tenant agrees to hire lawn maintenance to keep the grounds orderly. Landlord will assume ground maintenance when rent payments commence.

### Conceptual Layout of facility for MBH and Common Space



8. Landlord Responsibilities. Once Tenant completes its capital investment in the facility and both parties certify the facility is in working order, the landlord shall keep the roof, foundation, and structural components of exterior walls of the premises in good working order and repair. In the event Landlord fails meet any of the above obligations under this Agreement, Tenant shall issue to Landlord a written notice providing an opportunity to cure such deficiency within thirty (30) business days of the date such notice was issued ("Cure Period"). If necessary efforts are not made by Landlord to cure such deficiency within this Cure Period. Tenant may withhold applicable rent, without fee, penalty, or interest, until such deficiency is cured.

9. Insurance. Tenant agrees, during the term hereof, to carry and maintain commercial general liability insurance with combined single limit coverage of not less than one million dollars

with a company reasonably satisfactory to Landlord, including the Landlord as additional insured, against liability with respect to events occurring on or about the Premises or arising out of the use of occupancy thereof by Tenant. The policy shall be issued by a company licensed to do business in Virginia. Tenant shall deposit a certificate of insurance with Landlord evidencing its coverage. Landlord agrees, during the term hereof, to maintain the insurance coverages related to the Premises on terms and in amounts not less than those in place on the date of this Lease.

10. Landlord's Liability. Landlord shall have no responsibility whatsoever with respect to the Premises, the condition thereof, or Tenant's property situated therein, except for loss, injury or damage caused by Landlord's gross-negligence or willful misconduct.

11. Sublease and assignment. Tenant shall not sublease any or all of the Premises or assign this Lease Agreement without the prior written consent of Landlord. This Lease Agreement shall not be assigned by operation of law. Tenant shall not pledge its interest hereunder, or allow liens to be placed on such interest, or suffer this Lease Agreement or any portion thereof to be attached or taken upon execution. Any attempt to sell, assign, or sublet without the written consent of the Landlord shall be deemed a default by Tenant.

12. Damage, Destruction or Condemnation. In the event of damage or destruction of the Premises or the taking of all or any part thereof under the power of eminent domain, this Lease Agreement shall terminate and the rent payable hereunder shall abate for the remaining term of the Lease Agreement. Tenant shall have no claim to Landlord's insurance or condemnation proceeds (other than moving expenses or a taking or damage to Tenant's fixtures or personal property and only to the extent the same does not diminish any award payable to Landlord).

13. Alterations and Improvements. No alterations, additions, or improvement in or upon the Premises shall be made by Tenant without the prior written consent of the Landlord. Upon the termination of the Lease Agreement, all alterations, additions, and improvements shall be and remain a part of the Premises and be surrendered without disturbance, molestation, or injury and shall not be removed by Tenant, unless such removal is required by Landlord, in which case Tenant shall remove the same and restore the Premises to the same or better condition as the date hereof, reasonable wear and tear excepted. Personal property, business, and trade fixtures, machinery and equipment, furniture, and movable partitions owned by Tenant shall remain the property of Tenant.

14. Default. If any rent reserved or other monetary payment referred to herein, or any part thereof, whether the same be demanded or not, shall remain unpaid for a period of five days from the date due hereunder, or if any other term, condition, or covenant of this Lease Agreement on the part of Tenant to be kept or performed, shall be violated or neglected, and Tenant shall fail to cure the same within 10 days from the date of written notice from Landlord to Tenant specifying the violation; or if the Premises or Tenant's interest therein shall be taken by execution of other process or law; or in the event of bankruptcy, receivership, insolvency, liquidation, dissolution, other similar proceedings with respect to Tenant shall occur, then Landlord shall have the following rights and remedies against Tenant (in addition to all other rights remedies provided by law or in equity): (i) to terminate this Lease, (ii) to cure or attempt to cure the default, whereupon Tenant shall upon demand reimburse Landlord for all costs thus expended together with interest thereon at the lesser of the highest rate permitted by law or 14% per annum (the "Interest Rate"), (iii) to sue for Tenant's performance, whereupon Tenant shall upon demand reimburse Landlord for all costs thus expended together with interest thereon at the Interest Rate; (iv) to exercise all remedies set forth in the Prime Lease, (v) to re-enter and take possession of the Leased Premises, and (vi) to remove any property therein, without liability for damage to, and without the obligation to store such property but may store same at Tenant's expense. In the event of such re-entry, Landlord may, but shall not be obligated to, relet the Leased Premises, or any part thereof, from time to time, in the name of Landlord or Tenant, without further notice, for such term or terms, on such conditions and for such uses and purposes as Land, in its sole discretion, may determine, and Landlord may collect and receive all rents derived therefrom and apply the same, after deduction of all appropriate expenses (including broker's, consultant's and attorney's fees, if incurred, and the expenses of putting the property in leasable condition) to the payment of the rent and other sums payable hereunder, Tenant remaining liable for any deficiency. Landlord shall not be responsible or liable for any failure to relet the Leased Premises or any part hereof, or for failure to collect any rent connected therewith. The exercise by Landlord of any remedy shall not preclude the subsequent or simultaneous exercise of any other remedy. No delay in exercising any remedy shall be deemed a waiver thereof. In addition, any payment not made when due shall bear interest at the Interest Rate until paid.

15. Environmental Protection.



(a) Within the limits of their respective legal powers, the parties to this Lease shall protect the Leased Premises against pollution of its air, ground, and water. Tenant shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by Environmental Protection Agency (EPA), or any Federal, State, interstate, or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Leased Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any federal, State, interstate, or local government agency are hereby made a condition of the Lease. Tenant shall not discharge waste or effluent from the Leased Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

(b) Tenant will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of Tenant, the Tenant shall be liable to restore the damaged resources in accordance with federal, state, and local laws, regulations, and ordinances.

(c) Herbicides and pesticides may be applied to the Leased Premises only with written permission from the Landlord.

(d) Landlord's rights under this lease specifically include the right for government officials to inspect, upon reasonable notice, the Premises for compliance with environmental, safety, and occupational health laws and regulations. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Landlord will give the Tenant twenty-four (24) hours prior notice of its intention to enter the Leased Premises, except that if Landlord determines that entry is required for safety, environmental, operations, or security purposes, entry may be had without notice. The Tenant shall have no claim against the Landlord or any officer, agent, employees, or contractors, for damage to Tenant's personal property on the Premises occurring during such entry without notice.

(e) Tenant shall be solely responsible for obtaining, at its costs and expense, any environmental permits required for its operations under the Lease Agreement.

(f) Upon expiration or termination of the Lease Agreement, Tenant must restore the Premises to the same or better environmental condition than the property was in when the

Tenant took possession. Tenant will be held financially and legally responsible for any and all restoration or cleanup resulting from its activities and occupancy.

(g) Notice of Lead Based Paint: Tenant is hereby informed and does acknowledge that all buildings on the Premises, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

16. Surrender of Leased Premises. Upon the expiration of the term of this Lease, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Leased Premises to Landlord in as good or better order and condition as the same are now or hereafter may be improved by Landlord or Tenant, reasonable wear and tear and repairs which are Landlord's obligation excepted, and shall, without expenses to Landlord, remove or cause to be removed from the Leased Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitioning, and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and all similar articles of any other persons claiming under Tenant, and Tenant shall repair all damage to the Premises resulting from such removal. Upon the expiration of this Lease, or if Landlord re-enters or retakes possession of Premises prior to the normal expiration of the Lease, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property located therein belonging to Tenant, and either party may discard such debris, rubbish, and personal property or place such personal property in storage in a public warehouse, all at the expense and risk of Tenant.

17. Waiver. No provision of the Lease shall be deemed to have been waived unless such waiver is in writing signed by the party charged with such waiver. A waiver by Landlord of any default, breach, or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach, or failure.

18. Access to Premises. Tenant shall allow Landlord, its agents, employees, and contractors, the free access to Premises for the purposes set forth in the Lease or to exhibit premises to prospective purchasers, Mortgagees, ground lessors, or tenants in accordance with the provisions of the Lease.

19. Holding Over. If Tenant or anyone claiming under Tenant holds over after the expiration or earlier termination of the term hereof without the express written consent of Landlord, Tenant shall become a tenant at sufferance only, at the rental rate per square foot in effect upon the date of such expiration, plus any amount payable to Landlord as a result of such holdover, including any holdover costs for Premises described in the Lease, and otherwise upon the terms, covenants, and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such termination shall not constitute a consent to a holdover hereunder or result in a renewal. The foregoing provisions of this paragraph are in addition to and do not affect Landlord's right of recovery or any other rights of Landlord hereunder or as otherwise provided by law and tenant shall be liable to Landlord for any holding over after the expiration or earlier termination of the term hereof.

20. Successors and Assigns. All of the terms, covenants, provisions, and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and on the successors and assigns of Tenant but only to the extent herein specified.

21. Captions. The captions herein are for convenience only and are not a part of this Lease.

22. Interest. Tenant shall pay to Landlord interest at the Interest Rate on all sums of whatever nature to be paid by Tenant to Landlord hereunder from the time said sum shall become due and payable until the same is paid.

23. Relationship of Parties. This Lease does not and shall not create the relationship of principal and agent, or of partnership or joint venture, or of any other association between Landlord and Tenant, except that of Landlord and Tenant.

24. Brokerage. Landlord and Tenant each represents to the other that no real estate broker or agent is involved in the Lease.

25. Severability. In the event of any part of this Lease is held to be unenforceable or invalid, for any reason, the balance of the Lease shall not be affected and shall remain in full force and effect during the term of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

[Signatures appear on the following page.]

## MIDDLE PENINSULA

### CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

## DISCUSSION DOCUMENT OF THE PRINCIPLES FOR ESTABLISHING GUIDELINES TO HARVESTING AND TRANSPLANTING SALTWATER WETLAND VEGETATION

This document describes the practices and techniques of harvesting and transplanting saltwater vegetation. These methodologies create guidelines to carry out the harvesting of saltwater wetlands on PAA lands.

### I. Terms and Conditions

**A. Purpose:** The purpose of this document is to set guidelines for the responsible harvesting and transplanting techniques of wild saltwater wetland vegetation on Public Access Authority (PAA) lands.

**B. Goals and Objectives:** The PAA recognizes the shortages of saltwater plugs and timely wait for nurseries to produce more; the PAA will therefore develop a framework for harvesting and transplanting wild saltwater wetland plants.

1. Establish a framework for harvesting and transplanting wild saltwater wetland vegetation in an effective manner with no harm to the surrounding wetland.
2. Allow contractors to have an efficient alternative of obtaining these plants without relying solely on nurseries.
3. Create new business opportunities by leveraging PAA holdings

**C. General Processes:** Several recommended harvest practices include the simple use of a shovel and a bucket to dig and extract the plant from the marsh system. While this technique may seem “labor intensive” to some, it provides a simple and effective way to obtain plants. This technique is very accurate and allows for minimal harm to the plants and the surrounding wetland. Harvesting can take place at any time of the year. When harvesting, it is important to note that no more than 1 ft<sup>2</sup> of plant material should be taken from a 4 ft<sup>2</sup> area. The plant material should be harvested to about 5 inches deep. These perimeters allow for enough root mass to be harvested for plants to have success at the new living shorelines site, while ensuring the surrounding 4 ft<sup>2</sup> area the plant was harvested from can grow back in on growing season. When harvesting, do not remove the soil from the roots. The soil contains beneficial organisms to the marsh grass and increase the establishment rate by 30%. Any potential weeds should be moved at this time. Plants should be transported in Styrofoam coolers with added water to cover the root system. When transplanting the plants, the plant should be cut with a shovel into four to six individual plugs. This will help maximize the number of plugs taken from each 4 ft<sup>2</sup> area.

The use of a low-ground pressure excavator has also been documented and used to extract saltwater plants from the marsh. Low-ground pressure excavators allow for minimal damage to the marsh surface, while providing a much less labor-intensive alternative. Depending on the

size of the bucket used to harvest the marsh grass, plugs or marsh grass sod mats can be harvested and transplanted.

## II. Supporting Studies:

1. “Use of Greenhouse Propagated Wetland Plants Versus Live Transplants to Vegetate Constructed or Created Wetland”, authored by J. Chris Hoag and Michael E. Sellers, details specific techniques and procedures used to harvest and transplant saltmarsh vegetation. Hoag and Sellers write, “live plant collections were made by digging no more than 0.37 m<sup>2</sup> of plant material from any 1.1-1.5 m<sup>2</sup> area, so the native plants could spread back into the hole in one growing season. The plants were dug down to a depth of about 15 cm which included a large percentage of the root mass. The above ground biomass was clipped off at a height of 25 cm to reduce root stress (Hollis Allen, WES, personal communication). Plants were transported in Styrofoam coolers. Enough water was added to the coolers to cover the root system. Temperatures were maintained at under 29°C (85°F). Ice was added to the coolers when external ambient temperatures were above 35°C (95°F)” (3). Hoag and Sellers also detail how to transplant saltmarsh vegetation, “shovels were used to divide the 0.37 m<sup>2</sup> samples of wild collected plant material into five or six individual plugs. The plugs were 6 x 6 cm with healthy rhizomes and tops. Any weeds which were found in the plugs were removed by hand. Wild collected plants were transplanted in July and August. Greenhouse plants were transported to the ponds and planted in August and September. Every effort was made to keep the soil on the roots. Four plugs (plants) from each collection site (accession) were planted 46 cm (18 inches) apart in a square called a "quad". Each "quad" was then randomly replicated 5 times. Each "quad" was 46 cm from a neighboring "quad". Border rows of the same species were planted between each species "block" so that potential interspecific root competition would not affect the test quads. Border rows were also planted around the outside of each "block" so all the test plants would have the same amount of intraspecific competition on all sides to prevent the "edge effect". One pond was dedicated to the greenhouse grown "moist group", One to the wild collected "moist" group, one to the greenhouse grown "standing water group," and one to the wild collected "standing water" group” (4).

[https://www.nrcs.usda.gov/Internet/FSE\\_PLANTMATERIALS/publications/idpmcarwpr\\_oj7.pdf](https://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmcarwpr_oj7.pdf)

2. J. Chris Hoag et al. in the “Description, Propagation, and Establishment of Wetland – Riparian Grass and Grass-like Species in the Intermountain West” detail the transplantation of several species of wild wetland grasses to new wetland systems. J. Chris Hoag et al. also explain the exact perimeters needed when harvesting for regrowth after the plants are extracted. “Wildland harvested wetland plants are easily transplanted because of their well-developed root systems. A rule-of-thumb is to dig no more than 1 ft<sup>2</sup> of plant material from a 4 ft<sup>2</sup> area. It is not necessary to harvest deeper than 5 to 6 inches. This depth provides enough root mass to ensure good establishment at the project

site while retaining enough of the transplants' root system below the harvest point to allow the plants to grow back into the harvest hole in approximately one growing season or less. Transplants, or wildings, can be taken at almost any time of the year." "Do not remove soil from the plug. Leaving soil on the plug increases the establishment rate by about 30%. Beneficial organisms commonly found on the roots of wetland plants are important in the nitrogen and phosphorous cycles. These organisms may not be present at the planting site. Conversely, leaving soil on the plug will increase the volume and weight of material transported to the planting site." "Four to six individual plant plugs can be obtained from a 1 ft<sup>2</sup> harvested clump. The plugs can either be chopped with a shovel very rapidly or they can be cut accurately with other tools so they will easily fit into predrilled, set diameter holes. Make sure the length of the plug is related to the saturation zone at the planting site. The bottom of the plug should be in contact with the saturation zone. Match the amount of water, or hydrologic zone, with the wetland plant species."

[https://www.nrcs.usda.gov/Internet/FSE\\_PLANTMATERIALS/publications/idpmctn10749.pdf](https://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmctn10749.pdf)

3. Brian L. Howes in "Effects of Sampling Technique on Measurements of Porewater Constituents in Salt Marsh Sediments" details three extraction methods of vegetated salt marsh sediments to study porewater. A polycarbonate core barrel, a sharpened polycarbonate core tube, and a glass capillary tube with a perforated Teflon sleeve were shoved into the ground in order to collect porewater. These techniques can potentially lead to future plug devices to remove plugs of marsh grass.  
<https://aslopubs.onlinelibrary.wiley.com/doi/pdf/10.4319/lo.1985.30.1.0221>
4. Karlo Berger in "Spades of Work to Save Our Salt Marshes" writes about two methodologies of wetland extraction: spade shovels and low-ground pressure excavators. These two practices are used to create runnels for drainage purposes within the Rhode Island salt marshes. While the primary goal is to create runnels in the marshes, they "are also creating new habitat by utilizing chunks of the shoveled marsh soil to make slightly higher areas, enabling high marsh grasses to recolonize the area." Berger also details the use of a new, modern technological technique to extract wetland material: a low-ground pressure excavator. Berger explains how a low-ground pressure excavator was used to dig and extract salt marsh vegetation without "damaging the surface of the marsh".  
<https://www.savebay.org/saving-our-salt-marshes/>